

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.org

In re:

CASE NO. 6:15-bk-01838-KSJ

JODELL M. ALTIER,

CHAPTER 7

Debtor.

_____ /

NOTICE OF FILING GOSHEN MORTGAGE, LLC
ASSET PURCHASE OFFER

GOSHEN MORTGAGE, LLC (“Goshen”), hereby files, pursuant to the Court’s instructions at the hearing held on June 9, 2016 (“Hearing”), the letter to the Chapter 7 Trustee setting forth the Goshen Mortgage, LLC, Asset Purchase Offer (“Goshen Offer”), a copy of which is attached hereto as **Exhibit A**.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of this NOTICE has been furnished electronically mail to: **Jodell M. Altier**, *clo* Jonathan B. Alper, Esq., Alper Law, PLLC, 274 Kipling Court, Heathrow, Florida 32746, jalper@alperlaw.com; **Gene T Chambers, Trustee**, *clo* Michael A. Nardella, Esq., Nardella & Nardella, PLLC, 250 East Colonial Drive, Suite 102, Orlando, Florida 32801, mnardella@nardellalaw.com; and the U.S. Trustee, 400 W Washington Street, Suite 1100, Orlando, FL 32801, this 14th day of June 2016.

RESPECTFULLY SUBMITTED this 14th day of June 2016.

/s/ Justin M. Luna

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June 14, 2016

* BOARD CERTIFIED
BUSINESS BANKRUPTCY ATTORNEY

Michael A Nardella, Esq.
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250 East Colonial Drive, Ste 102
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Re: Jodell M. Altier
Case No. 6:15-bk-01838-KSJ
Goshen Mortgage, LLC, Asset Purchase Offer

Dear Mr. Nardella:

Pursuant to instructions issued by the Court at the hearing held on June 9, 2016 regarding the Motion for Approval of Compromise of Controversy between Trustee and Debtor filed by Gene T. Chambers, Chapter 7 Bankruptcy Trustee for Jodell M. Altier ("Trustee") (the "Trustee Motion") and the objection ("Goshen Objection") to the Trustee's Motion by Goshen Mortgage, LLC ("Goshen"), Goshen makes the following formal offer (the "Goshen Offer") to the Trustee to purchase certain assets of the Estate:

(a) Trustee assigns Goshen all of the Estate's claims against third parties, including but not limited to, those set forth in the case styled *Gene Chambers, Trustee v. Jodell M. Altier, et al.*, Case No. 6:16-ap-00013-KSJ (the "Adversary Case")¹;

(b) Trustee assigns Goshen her rights in the real property described as: 2507 Roat Drive, Orlando, Florida 32835 (the "Roat Drive Property"); (ii) 2122 Kettle Drive, Orlando, Florida 32835 (the "Kettle Drive Property"); and (iii) 280 Lanternback Island Drive, Satellite Beach, Florida 32937 (the "Lanternback Property")(collectively, the "Properties");

¹ The Adversary Case has since been consolidated with Goshen's 727 adversary complaint against the Debtor.

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(c) Trustee assigns Goshen her rights and interests in certain real property from the Debtor to Grand Legacy Group, a Texas Joint-Stock Company ("GLG");

(d) Trustee assigns Goshen her rights and interest in GLG;


(e) Goshen, with the assistance of the Trustee, shall sell the Properties, through the bankruptcy court, to the highest bidder via a 363(f) sale, provided Goshen prevails on the fraudulent transfer claims or other adversary claims that recover the Properties, with the net proceeds from any such sale of Kettle Drive and Lanternback are split 50/50 between the Estate and Goshen. The Roat Drive Property shall be sold to Goshen for consideration given under this Goshen Offer plus the amount of its credit bid, subject to higher and better offer; and

(f) Goshen shall pay the lump sum payment of One Hundred Thousand Dollars and No Cents (\$100,000.00) upon the entry of a final nonappealable order granting the aforementioned agreement.

Please confer with the Trustee and advise if the Goshen Offer is acceptable.

Please contact me if you have any questions or require additional clarification of the Goshen Offer.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Justin M. Luna', with a long horizontal flourish extending to the right.

Justin M. Luna

Attorney for Goshen Mortgage, LLC

/dlc